

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: December 20, 2006  
Attorney

Division: County

Bulk Item: Yes ☐ No ☐  
Attorney

Department: County

Staff Contact Person: Pedro J. Mercado

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**AGENDA ITEM WORDING:** Approve Lease Renewal Agreement between Monroe County owners of Key West International Airport and Hyatt and Hyatt, Inc. regarding the property attached to the Lease Renewal Agreement as Exhibit "A".

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**ITEM BACKGROUND:** The original Lease Agreement expired October 31, 2006.

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**PREVIOUS RELEVANT BOCC ACTION:** Approval of Lease Agreement beginning May 1, 2006.

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**CONTRACT/AGREEMENT CHANGES:**

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**STAFF RECOMMENDATIONS:** Approve

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**TOTAL COST:** N/A

**BUDGETED:** Yes ☐ No ☐

**COST TO COUNTY:** N/A

**SOURCE OF FUNDS:** \_\_\_\_\_

**REVENUE PRODUCING:** Yes ☒ No ☐ **AMOUNT PER MONTH** \_\_\_\_\_ **Year** \_\_\_\_\_

**APPROVED BY:** County Atty \_\_\_\_\_ OMB/Purchasing \_\_\_\_\_ Risk Management \_\_\_\_\_

**DOCUMENTATION:** Included ☐ Not Required ☐

**DIVISION DIRECTOR APPROVAL:**  12/12/06

**DISPOSITION:** \_\_\_\_\_

**AGENDA ITEM #** \_\_\_\_\_

**LEASE RENEWAL AGREEMENT**  
**KEY WEST INTERNATIONAL AIRPORT**  
**HYATT AND HYATT INC.**

This Agreement is made and entered into by and between Monroe County, a political subdivision of the State of Florida, owner of Key West International Airport, whose address is 3491 South Roosevelt Boulevard, Key West, Florida 33040, (County or Lessor), and Hyatt and Hyatt Inc., whose address is 17021 Starfish Lane West, Sugarloaf Shores, Fl. 33042, (Hyatt or Lessee).

WHEREAS, on the 17th day of May, 2006, the parties entered into an agreement for the use of property more particularly described in exhibit "A", hereafter original agreement. A copy of the original agreement is attached to this renewal agreement and made a part of it; and

WHEREAS, the original agreement term ended on October 31, 2006 but the parties desire to renew the original agreement an additional 1 year; now, therefore,

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

1. Paragraph 2 of the original agreement is amended to read:
  2. **TERM.** The term of this Agreement is for Thirteen months beginning on November 1, 2006 and terminating on December 31, 2007.
2. Paragraph 8 of the original agreement is amended to read:
  8. **TERMINATION.** Hyatt may terminate this agreement upon failure of the Lessee to comply with any provision of this agreement. Hyatt shall first give the Lessee a written notification stating the default/breach and that the Lessee has 10 days to correct the default/breach. If the Lessee has not corrected the default/breach at the end of the 10 days, then Hyatt may cancel the lease in its discretion.

During the term of this agreement either party may cancel this agreement without penalty, and owing no further obligation under the terms of this agreement by providing 30 days written notice.
3. The following paragraph is appended to the Lease Renewal Agreement and incorporated into the original agreement as paragraph 19.
  19. **LESSEE USE.** During the term of this agreement the County shall make available to Hyatt 6 parking spaces within the property shown in exhibit "A". Hyatt shall not be required to pay a parking fee for use of the spaces.

Except as set forth in paragraphs one, two and three of this Lease Renewal Agreement, in all other respects, the terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA


By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor Charles "Sonny" McCoy

Date \_\_\_\_\_

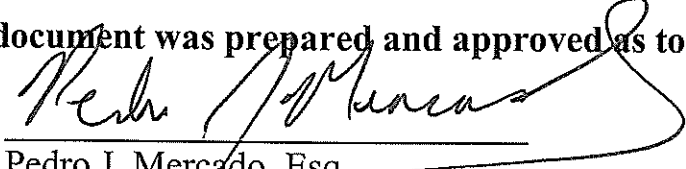
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Witnesses

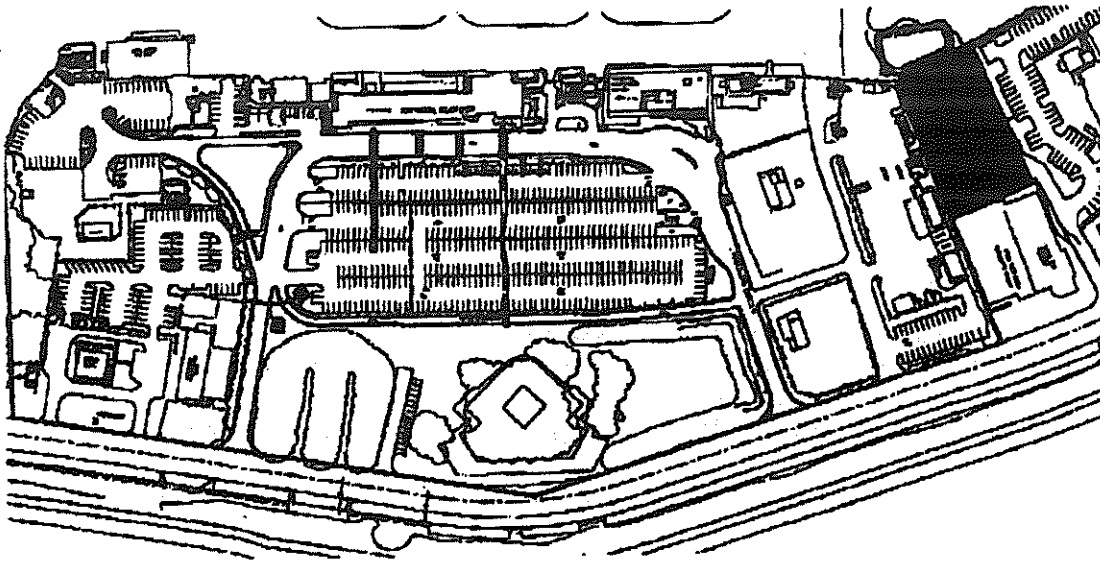
HYATT AND HYATT INC.

By   
Title PRESIDENT

Date \_\_\_\_\_

**This document was prepared and approved as to form by:**

  
Pedro J. Mercado, Esq.  
Assistant County Attorney  
Florida Bar No.: 0084050  
P.O. Box 1026  
Key West, FL 33041-1026  
(305) 292-3470



**Site Plan – Key West International Airport & Subject Lease Property**

Lease Property Address - 3591 S. Roosevelt Blvd., Key West, FL 33040  
(Shown in Red)

**EXHIBIT A**